

**FAIR WAGE & CONDITIONS AGREEMENT FOR
CONSTRUCTION WORKERS AND WORKS
IN THE MOHAWK TERRITORY OF KAHNAWÀ:KE**

THIS AGREEMENT entered into on this _____ day of _____ 2025.

BETWEEN:

MOHAWK COUNCIL OF KAHNAWÀ:KE

(hereinafter the “MCK”),

P.O. Box 720, in the Mohawk Territory of Kahnawà:ke, J0L 1B0

-and-

CONTRACTOR NAME HERE

(hereinafter the “Contractor”)

P.O. Box , in the Mohawk Territory of Kahnawà:ke, J0L 1B0

WHEREAS on the 21st of August 2014, the MCK and the Government of Quebec entered into a labor agreement (hereinafter the “Labor Agreement”);

WHEREAS under the provisions of the Labor Agreement, Kahnawà:ke workers have the option to join or not to join a union;

WHEREAS the MCK and the Contractor (hereinafter the “Parties”) agree, subject to the Labor Agreement, that work undertaken within the Mohawk Territory of Kahnawà:ke by the Contractor must conform to the terms and conditions of the Fair Wage & Conditions Agreement (hereinafter the “Agreement”), which is updated periodically;

WHEREAS the purpose of the Agreement is to ensure fair wages and benefits, respect for labour norms and safe working conditions for Kahnawà:ke workers who choose not to join a union and who do work in the Mohawk Territory of Kahnawà:ke as defined in the *Kahnawà:ke Trades Certification Program (KTCP) Construction Trades, Occupations & Labor Standards For Workers On The Mohawk Territory Of Kahnawà:ke* attached as Schedule “B” (hereinafter the “Plan”);

WHEREAS the Plan is updated annually, or as required, and new rates come into force on or about the 1st of May;

WHEREAS the Contractor will submit a bid for a construction contract on the “Mercier” bridge and must demonstrate compliance with this Agreement in order to benefit from the treatment afforded to a Kahnawà:ke Contractor;

WHEREAS the payment of wages and benefits shall be paid retroactively by the Contractor, even if there are delays in finalizing the applicable rates for a specific year;

NOW THEREFORE this Agreement witnesses that the Parties agree as follows:

SECTION A: GENERAL PROVISIONS

1. The preamble and schedules form an integral part of this Agreement.
2. The Contractor agrees, by signing the Acceptance Form attached hereto as Schedule “A”, that it will comply with the terms and conditions of the present Agreement.
3. The term of this Agreement is from the date of its signing (the “Start Date”) to the awarding of the bid, or, if the Contractor is the winning bidder, to the termination of the construction contract (the “End Date”).
4. No employment agreement shall be signed/finalized between a Contractor and worker whereby the worker agrees to accept working conditions, labour norms, wages, vacation, safety allowance or pension rates that are lesser than the rates or standards provided for in the present Agreement. Any such employment agreement will be deemed to be null, void and without effect.
5. The Contractor hereby recognizes that the present Agreement ensures fair wages and safe working conditions and that there may exist additional legislative, statutory or regulatory provisions applicable in the Mohawk Territory of Kahnawà:ke including, without limiting the generality of the foregoing, Employment Insurance (E.I.), Quebec Parental Insurance Plan (QPIP) and Mohawk Self Insurance (MSI).
6. The Contractor shall inform all workers of the signing of the present Agreement and shall make available to all workers a copy of said Agreement for viewing. The Contractor shall also, if asked to do so, provide a copy to any worker who may request their own copy.
7. The Contractor shall include reference to this Agreement and to the worker’s rights and obligations arising from this Agreement in every employment contract.
8. The Contractor recognizes the right of a worker to join or not to join a union and will inform the KLO of each worker's choice. If the worker chooses to join a union, the KLO will coordinate the worker’s benefits and deductions from pay.
9. The Contractor shall, at least five (5) days in advance of engaging the services of a sub-contractor to do construction work in Kahnawà:ke, inform the KLO of the name, address, telephone number of the sub-contractor.

SECTION B: WAGES AND BENEFITS

10. The Contractor agrees, by signing the *Acceptance Form* attached hereto as Schedule “A” to the present Agreement, that it will pay workers, at a minimum, those applicable wage rates and benefits listed in the Plan as updated from time to time during the term of the Agreement, attached hereto as Schedule “B”.
11. The Salary Rates (Salary Rates) contained in the Plan as amended from time to time are primarily adapted from the relevant Collective Agreement (for example, *Institutional and commercial / 2025-2029 or Civil engineering and roads / 2025-2029*), the Decree respecting security guards and the Decree respecting personnel in the traffic control industry.
12. For further clarity, the Salary Rates indicate the minimum wages and benefits to be paid for the most common forms of employment for work by a Contractor in the Mohawk Territory of Kahnawà:ke. Where the form of employment is not indicated in the Fair Wage and Benefits Plan for Construction Works in Kahnawà:ke and the form of employment is not a specialized or skilled trade or occupation, the Contractor will pay to such an employee minimum wage and benefits as prescribed by the Labour Standards Act of Quebec and its Regulations.
13. The Kahnawà:ke Contractor shall remit to each worker, with each payment of wages, an earnings statement that provides the following information:
 - The Kahnawà:ke Contractor’s name and address;

- The worker's family name, given name;
- Social insurance number (optional);
- The worker's job title;
- The date of payment and the work period corresponding to the payment;
- Number of hours worked at straight time;
- Number of hours worked at an increased wage rate;
- Hourly wage rate;
- Gross amount of wages;
- Amount of annual vacation pay;
- Amount of pension;
- E.I. deductions;
- Q.P.I.P. deductions;
- Net wage;
- Detailed cumulative total of all pay periods;
- Cumulative total number of hours, from the date of hire;
- Details of the deductions made from the wages, if applicable.

SECTION C: HEALTH & SAFETY AND MOHAWK SELF INSURANCE

14. The Contractor hereby agrees to abide by the safety standards set out in the Occupational Safety and Health Administration's ("OSHA") Standards or another, similar standard acceptable to the KLO.
15. These safety standards will be paramount to any conflicting legislation or regulation.
16. The Contractor shall take all necessary measures to eliminate, at the source, any risk to the health, safety and physical integrity of its workers. The Contractor shall also take measures to ensure the well-being and health of its workers.
17. The KLO will provide a Kahnawà:ke Trades Certification Program (KTCP) card to a worker upon receiving proof of the worker's relevant and sufficient trade training and experience as well as safety training completed through OSHA or another agency with similar standards.
18. The Contractor shall ensure that, prior to allowing a worker to enter the work site, the worker's name and a copy of their KTCP card is transmitted to the KLO and kept in the Contractor's file. The Contractor shall also ensure that any stakeholder who is not a worker is accompanied on the work site by the safety representative on duty.
19. The Contractor shall ensure it:
 - a. develops a site-specific safety plan, provides a copy to the KLO and makes it readily available to workers,
 - b. designates a site safety representative who will be present at all times with a copy of the safety plan accessible to them, and
 - c. provides site-specific safety training to workers

as per OSHA standards or another, similar standard acceptable to the KLO.
20. If the Contractor, a sub-contractor or a worker does not comply with any safety standard, the KLO, including through Safety Inspectors from the Public Safety Unit (hereinafter the "Safety Inspectors") may stop work in the area where the default occurred. Work will only resume once the default is corrected.
21. The KLO and/or the Safety Inspectors shall have access to all construction and work sites for the purposes of conducting inspections at all times. In no case shall such inspections unduly delay the progress of the work.
22. At any time during the work, the Safety Inspector may verify the identity of the persons on the work site and request proof of their safety training.

23. The Contractor shall provide to each worker the safety equipment allowance as indicated in Schedule B. The KLO and/or the Safety Inspectors may inspect any and all equipment.
24. The Contractor shall provide notification to all workers of any hazardous materials and their potential effects.
25. The Kahnawà:ke Contractor shall not require a worker to sign any document or clause that would limit the worker's rights as recognized under the present Agreement and/or under the applicable safety standards and labor norms. Any such document shall be considered null, void, and without effect.
26. A worker has the right to refuse to work under dangerous conditions where the rules of safety as specified under the present Agreement or the safety standards are not observed or under conditions where the health and safety of the worker, or the health and safety of other persons, is threatened.
27. In the case of dispute as to the safety of working conditions, the Contractor shall request an inspection by a Kahnawà:ke Public Safety Inspector as soon as practicable, so that work may resume under safe conditions.
28. No disciplinary measures shall be taken against a worker because of their refusal to work under dangerous conditions or where the health and safety of the worker or of other person(s) are threatened. When a worker refuses to work under these conditions, they shall still be considered to be at work. The Contractor, however, may transfer the worker to another position that they are able to perform.
29. The Contractor may take reasonable disciplinary measures against any worker who refuses to comply with the safety standards and any other laws or regulations that may be in force in the Mohawk Territory of Kahnawà:ke.
30. The Contractor hereby agrees to pay premiums to the Mohawk Self-Insurance Plan ("MSI") for all of the Contractor's workers.

SECTION D: INDIVIDUAL GRIEVANCE PROCEDURES

31. The Contractor and worker agree that any grievance arising implicitly or explicitly from the application, interpretation or execution of this Agreement, including any grievance related to wages, vacations, pension pay or a safety concern, will be submitted to a mediation service provider such as the Sken:nen A'onsonton alternative dispute resolution program in an attempt to resolve the dispute within thirty (30) days of the event giving rise to the grievance or of the knowledge of said event.

The obligation to submit said grievance to mediation and to adhere to these grievance procedures will be contained in the worker's employment contract and must be submitted, in writing within 45 days from the date of the event.

Furthermore, the Contractor shall include, in all employment contracts, a clause requiring the parties to submit the grievance to the mediation service provider.

In the event that the mediation attempt fails, recourse shall then be had to the grievance procedures outlined in the Kahnawà:ke Communal Arbitration Procedure – Labor Division, attached hereto as Schedule "E" to the present Agreement.

32. The Contractor also agrees that all employment contracts shall contain a provision that irrevocably agrees that the Court of Kahnawà:ke shall have exclusive and final jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or the parties' employment agreement.
33. Once a grievance has been filed and, during the entirety of the grievance procedure, the Contractor agrees that it will not lock-out or in any other way prevent the worker from doing their work. The Contractor will not impose a disciplinary sanction on the worker simply because the worker has filed a grievance.

34. If a grievance involves more than one worker (hereinafter a “collective grievance”) the affected workers will forego the process described above and the Kahnawà:ke Labor Office (KLO) will act and follow the procedure described in Section “E” and known as the collective grievance procedure.

SECTION E: COLLECTIVE GRIEVANCE PROCEDURE

35. Within fifteen (15) days of becoming aware of a collective grievance, the KLO will notify the Contractor, in writing, of the nature of the grievance and the nature of remedy sought. The Contractor will within twenty (20) days from receipt of the said notice, notify, in writing, the KLO that it acknowledges the grievance and will immediately remedy the breach that gave rise to the grievance or that it will contest the grievance.
36. If the Contractor fails to respond to the KLO’s notification within the prescribed time period, the grievance is deemed to be valid and the KLO can proceed to the Court of Kahnawà:ke to determine the necessary sanctions upon the Contractor in order to ensure compliance with this Agreement.
37. If the Contractor chooses to contest the grievance, the KLO Director and the Contractor will meet as soon as possible to discuss and attempt to settle the grievance. If after the meeting either party believes that a settlement of the grievance is not likely, the recourse is outlined in the Kahnawà:ke Communal Arbitration Procedure, attached hereto as Schedule “E” to the present Agreement. However, if the Administrative Tribunal described in the Kahnawà:ke Justice Act has been fully implemented, then it is that procedure which will apply and not the Kahnawà:ke Communal Arbitration Procedure.
38. If a worker has filed an individual grievance in accordance with Section D and is engaged in either mediation or the grievance procedures outlined in the Kahnawà:ke Communal Arbitration Procedure – Labor Division, the worker may choose, at their discretion, to withdraw the grievance and proceed under the collective grievance procedure if other workers have come forward with the same grievance. If the worker chooses to continue to engage in mediation or the Kahnawà:ke Communal Arbitration Procedure, they shall be bound by any final agreement made pursuant to the mediation or any decision made pursuant to the Kahnawà:ke Communal Arbitration Procedure.

SECTION F: OVERTIME

39. The standard work week is 40 hours. Any time worked over eight (8) hours in a day or forty (40) hours in a week will be paid at overtime rates outlined in the Kahnawake Construction Trades Manual attached as Schedule “B”, except for the position of Watchman, where overtime begins after sixty hours (60) worked per week.

A Contractor may, with the authorization of the KLO, stagger the working-hours of its workers on a basis other than a weekly basis, provided that the average of the working-hours is equivalent to the norm provided in this Agreement.

Any time worked on the following legal holidays will be paid at the overtime rates outlined in the Plan attached as Schedule “B”:

- New Year’s Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Labor Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day

Overtime payment applies to both wages and vacation pay.

SECTION G: COMPLIANCE CHECKS

40. The Contractor agrees that the KLO be provided access to any and all payroll records to ensure the Contractor's compliance with the terms of the present Agreement. This includes, but is not limited to, ensuring compliance with the applicable hourly and overtime rates.
41. For the purposes of completing such a compliance check, the KLO shall also be allowed access to any worker or manager that it wishes to interview in relation to the compliance check.
42. Compliance checks may be done annually, or at any time that the KLO deems it to be relevant.

SECTION H: TERM

43. The present Agreement remains valid for all works undertaken by the Contractor, or through a construction sub-contract for "insert contract description here", except for the wage rates listed in the Plan, which are updated every year on or about the 1st of May.

SECTION I: CLOSING PROVISIONS

44. This Agreement will be governed by all laws applicable within the Mohawk Territory of Kahnawà:ke.
45. In the event of any disagreement arising out of the interpretation of the present Agreement or the finalization of the annual updating thereof between the Contractor and the MCK that cannot be resolved amongst themselves after good faith discussions, the Parties shall attempt to resolve their disagreement through the use of a mediation service (such as, but not limited to, the Sken:nen A'onsonton alternative dispute resolution program).

In the event that the mediation attempt fails, recourse shall then be made to the grievance procedures outlined in the Kahnawà:ke Communal Arbitration Procedure – Labor Division, attached hereto as Schedule "E" to the present Agreement.
46. Any provision of this Agreement which may be held to be void or unenforceable for any reason, will be severable from the Agreement and will not affect the validity or enforceability of the entire Agreement.
47. This Agreement represents the entire understanding between the Parties regarding the matters outlined herein and the Parties specifically acknowledge and hereby agree neither has made to the other any representation, warranties, promises or assurance that in any way relates to or affects the subject matter of this Agreement.
48. The Parties have requested that this Agreement and all documents referred to in this Agreement be drafted in the English language.

Iatehotirihwaién:tase tsi nahó:ten ronaterihwa'sherón:ni ki:ken karihwáhere tekatharakwenhátié tiohrhénhsa takaristo'rarákon.

Les parties ont demandé à ce que la présente entente ainsi que tous les documents auxquels la présente entente réfère soient rédigés en anglais.

Signed in the Mohawk Territory of Kahnawà:ke on this _____ day of _____ 2025.

**MOHAWK COUNCIL OF KAHNAWÀ:KE
OFFICE OF THE COUNCIL OF CHIEFS**

Per:

David Diabo; Labor Portfolio Chief

KAHNAWAKE LABOR OFFICE

Per:

Jeff Morris; Director of Labor

CONTRACTOR

Per:

Per:

SCHEDULE “A”
ACCEPTANCE FORM

I, _____, the undersigned, have read, understood and agreed to the terms and conditions set out in this *Fair Wage & Conditions Agreement in the Mohawk Territory of Kahnawà:ke*, including its schedules, for the term outlined in the said Agreement.

Signed on this ____ day of _____2025.

Name of Contractor

Name of Witness

Signature of Contractor

Signature of Witness

Name of Contractor

Name of Witness

Signature of Contractor

Signature of Witness